

PRESERVATION AGREEMENT
Utah State Historic Preservation Office

This agreement is made the _____ day of _____, 20____,
by _____ (hereafter
referred to as the "Owner") and in favor of the State acting through the State Historic
Preservation Office (SHPO) (hereafter referred to as the "Grantee") for the purpose of the
preservation of a certain Property known as (property name as it is listed on the National
Register of Historic Places)

located at (address)

which is owned in fee-simple by the Owner and is listed on the National Register of Historic
Places.

The Property is comprised essentially of grounds, collateral, appurtenances and improvements
and is known as the (property name) _____.

The Property is more particularly described as follows (legal description):

In consideration of the sum of (grant amount) _____ received in grant-in-aid assistance
through the Grantee from the Department of the Interior/National Park Service, the Owner
hereby agrees to the following for a period of FIVE (5) years:

1. The Owner agrees to assume the cost of continued maintenance and repair of said
Property so as to preserve the architectural, historical and archaeological integrity of the
same in order to protect and enhance those qualities that made the Property eligible for
listing in the National Register of Historic Places.
2. The Owner agrees that no visual or structural alterations will be made to the Property
without prior written permission of the Grantee.
3. The Owner agrees that the Grantee, its agents and designees shall have the right to
inspect the Property at all reasonable times in order to ascertain whether or not the
conditions of this agreement are being observed.

4. The Owner agrees that when the grant-assisted work is not clearly visible from a public way or includes interior work assisted with Historic Preservation Fund grants (except for non-visible interior work such as structural, plumbing, mechanical, or electrical work), the Property will be open to the public, for the purpose of viewing the grant-assisted work, no less than 12 days per year on an equitably spaced basis. At the Owner's option, the Property may also be open at other times by appointment in addition to the scheduled 12 days per year. Nothing in this agreement prohibits the Owner from charging a reasonable, non-discriminatory admission fee, comparable to fees charged at similar facilities in the area.
5. The Owner (and its successors in interest, where applicable) agrees to comply with Title VI of the Civil Rights Act of 1964 [42 USC 2000 (d)], the Americans with Disabilities Act (42 USC 12204), and Section 504 of the Rehabilitation Act of 1973 (29 USC 794). These laws prohibit discrimination on the basis of race, religion, national origin or disability. In implementing open, public access, reasonable accommodation to qualified disabled persons shall be made in consultation with the Grantee.

To comply with the Americans with Disabilities Act and with Section 504 of the Rehabilitation Act when public access is required at least 12 days per year and at other times by appointment, it is not required that every part of the Property be made accessible to and useable by disabled persons. That is, for public access periods, videos, slide presentations and/or other audio-visual material and devices should be used to depict otherwise inaccessible areas or features.

6. The Owner further agrees that when the Property is not open to the public on a continuing basis, and when improvements assisted with Historic Preservation Fund grants are not visible from a public way, notification will be published in newspapers of general circulation in the community area in which the Property is located giving dates and times when the Property will be open. Documentation of such notice will be furnished annually to the SHPO during the term of the agreement.
7. This agreement shall be enforceable in specific performance by a court of competent jurisdiction.
8. Severability: It is understood and agreed by the parties hereto that if any part, term, or provision of the agreement is held to be illegal by the courts, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular part, term, or provision held to be invalid.
9. The Owner, and any future owner, agrees that the Property herein described shall not be conveyed except by deed which recites that the grantee (new property owner) assumes and agrees to be bound by the provisions of this Preservation Agreement.

This Preservation Agreement is made for the benefit of and shall be enforceable by the Utah Division of State History. The Utah Division of State History shall have authority to cancel, waive, or modify any provisions of this Preservation Agreement. The Utah Division of State History shall have the right to enforce any provisions of this Preservation Agreement by action to recover the grant-in-aid funds or otherwise.

Signature of Grantee (SHPO)

Date

Signature of Owner

Date

Name of Owner (Type or Print)

Permanent mailing address of Owner

Witnessed By Notary Public

Date